

MoKan Communications, Inc.
112 South Broadway, P.O. Box 429
Louisburg, KS 66053-0429
Bus. Office (913) 837-2219, or 800-758-1715

INTERNET ACCESS ENROLLMENT FORM

Applicant's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Services and Charges

Monthly Internet Service: (includes total of two (2) e-mail addresses, with three (3) additional for \$5 each)

_____ Basic Rate \$19.95 _____ Educator Rate \$16.95 (requires verification)

Telephone number for billing monthly Internet Service charge _____. (This telephone number **must** be in the name of the applicant stated above. For your convenience, charges for MoKan Communications and MoKan Dial are combined on one bill.)

User Information

Account Name (3 to 12 characters-lower case, alphabetic or numeric, but **must begin with alphabetic character**) _____

Password (4 to 12 characters-lower case, alphabetic or numeric) _____

Additional E-mail address (**free**) _____

Password (4 to 12 characters-lower case, alphabetic or numeric) _____

Additional E-mail address _____

Password (4 to 12 characters-lower case, alphabetic or numeric) _____

Additional E-mail address _____

Password (4 to 12 characters-lower case, alphabetic or numeric) _____

Additional E-mail address _____

Password (4 to 12 characters-lower case, alphabetic or numeric) _____

Local Access Numbers: Louisburg 837-9988, Hillsdale 783-9988, Rantoul 878-9988, Freeman 899-9988

Mail Setup: SMTP server is: mail.mokancomm.net POP3 server is: pop.mokancomm.net
Primary and Secondary DNS will be Server Assigned.

24 hour , seven days a week Help Desk : 1-866-832-6353

In making this application, the undersigned agrees to the Internet Service Provider/Customer Agreement.

APPLICANT'S SIGNATURE

DATE

Please use the Help Desk Number 866-832-6353 if you need assistance with setup

INTERNET SERVICE PROVIDER/CUSTOMER AGREEMENT

In order to begin service, you must review the following terms and conditions governing Provider's Internet access service (the Service). These terms and conditions will constitute a binding contract (the Agreement) between you and MoKan Communications, Inc. (the Provider). They explain Provider's obligations to you and your obligations to Provider when you use the Service. You agree that your use of the Service and your access to the Internet is provided in consideration of your agreement to abide by the following terms and conditions of the Acceptable Usage Policy of MoKan Communications, Inc. A copy of the Acceptable Usage Policy is available for viewing at www.mokandial.com or you can pick up a copy at our office.

I. Customer Rights and Responsibilities

- a. By completing enrollment and accepting all of the terms of the Agreement, you become an authorized user of the Service (Customer). Continued acceptance of this Agreement is a condition of the Service. You are responsible for complying with all terms and conditions of this Agreement, and with all policies and guidelines posted on the Service.
- b. You agree that Provider may: (1) revise the terms and conditions of this Agreement; (2) revise its billing rates and account surcharges; and (3) revise the services provided under this Agreement at any time. Any such revisions will be binding and effective immediately upon posting the revised Agreement on Provider's home page, or upon notification to you by E-mail or United States Mail.
- c. You agree to review the Agreement periodically to be aware of any such revision. If any revision to this Agreement is unacceptable to you, you may terminate this Agreement at any time by contacting Provider through the following means:
(1) E-mail (2) U.S. Mail to MoKan Communications, Inc. P.O. Box 429, Louisburg, KS 66053-0429.
- d. Continued use of the Service following notice of any revision of the Agreement constitutes your acceptance of any and all such revisions.
- e. You are personally responsible for all use of the Service under your ID, even if you allow someone else to use your ID. Illegal, fraudulent or abusive use of any ID or of the Service is grounds for termination of the Service, and may be referred to law enforcement authorities. Enrolling or using any ID on the Service under a name other than your own is prohibited.
- f. You are personally responsible for keeping any and all IDs or passwords for Provider services private. You must promptly inform Provider if you suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of your ID, password, or any credit, debit or charge card number stored on the Service. Until Provider is notified of a breach of security, you will remain responsible for any unauthorized use of the Service occurring under your ID and/or password.
- g. You agree that the Service may only be used for lawful purposes. Any transmission outlawed by state, federal, or international law is strictly prohibited, including but not limited to, the transmission of unauthorized transactions, copyrighted materials, misappropriated trade secrets, and threatening or obscene materials. Provider reserves the right (but is not obligated) to review and edit any material submitted for display or placed on the Service, excluding private electronic messages. Provider may refuse to display or may remove from the Service any material that Provider believes violates this Agreement or any policies or guidelines posted by Provider on the Service. Provider may also remove any material it deems harmful to other subscribers, merchants, information providers, the Service or the business interests of Provider. You agree to indemnify and hold harmless provider from any and all losses and liabilities arising from unlawful use of the service.
- h. Unless your account provides otherwise, your account cannot be used for dedicated Internet access. Provider reserves the right to terminate your on-line connection if the connection is not active.
- i. All bills are due and payable on or before the 30th of each month.

II. Copyright

- a. Except for public domain material, all material contained on the Service is copyrighted. You may not reproduce or redistribute such material, in whole or in part, in any manner, without prior consent of the copyright owner, unless specifically permitted.
- b. You agree not to post or transmit works that are subject to another party's rights, on or through the Service, without that party's express permission. Such posting or transmitting:
 - (1) will result in termination of this Agreement and
 - (2) may result in civil or criminal liability.

III.No Warranty

- a. You acknowledge and consent that Provider exercises no control or censorship of third party content. Use of any information obtained via the Service is at your own risk. Parents should take whatever precautions they deem necessary to monitor and supervise the use of the Service by minor children.
- b. Provider expressly disclaims and shall not be liable to you for any and all losses or liabilities resulting from, but not limited to: (1) loss of data; (2) loss of hardware or software; (3) access delays or access interruptions; (4) computer viruses; (5) data nondelivery or data misdelivery; (6) negligent acts and/or omissions of Provider or Provider's affiliated companies; (7) errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the Service; and (8) acts of God.
- c. YOU AGREE THAT PROVIDER'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO USE OF THE SERVICE, SERVICE SOFTWARE, AND ANY BREACH OF THIS AGREEMENT IS STRICTLY LIMITED TO A PRORATED PORTION OF THE AMOUNT PAID TO PROVIDER FOR MONTHLY CHARGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES, PROVIDER'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.
- d. PROVIDER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

